

*IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE*

NORTHEAST CONTROLS, INC.	:	CIVIL ACTION – LAW
and	:	
ST. PAUL MERCURY INSURANCE COMPANY	:	
	:	
	:	
v.	:	
	:	
	:	
FISHER CONTROLS INTERNATIONAL, LLC	:	NO. 1:06-CV-00412 (SLR)

NOTICE OF DEPOSITION

To: Daniel Gunter, Esquire
Riddell Williams, P.S.
1001 Fourth Avenue Plaza - Suite 4500
Seattle, WA 98154-1065

Paul A. Bradley, Esquire
Maron, Marvel, Bradley & Anderson, P.A.
1201 N. Market Street, Suite 900
P.O. Box 288
Wilmington, DE 19899

Plaintiffs, St. Paul Mercury Insurance Company and Northeast Controls, Inc., by their attorneys, Marshall, Dennehey, Warner, Coleman & Goggin, will take the deposition of Defendant Fisher Controls, LLC pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure on October 23, 2007 at 10:00 a.m. The deposition will take place in the offices of plaintiffs' counsel located at 1845 Walnut Street, Philadelphia, PA and will continue from day to day until completed. The defendant is requested to designate one or more persons who consent to speak on its behalf for purposes of this deposition.

The matters on which examination is requested include the following:

1. Defendant Fisher's business relationship with its sales representatives, including but not limited to, plaintiff Northeast Controls, Inc.

2. The Representative Agreement which has been produced in discovery in this and the underlying litigation and has been attached as an exhibit to various pleadings, including when the original version of this agreement was drafted; who drafted it or contributed to drafting any version of it; how many versions have ever existed in draft form; how many versions have ever existed in any final but unsigned form; how many versions have ever existed in any form signed by a representative of defendant Fisher; how many versions have ever existed in any other form; whether any significant changes have been made or contemplated to this agreement since it or any Representative Agreement have ever existed between Fisher and any sales representative, and the reasons for any such changes.

3. Any and all product liability, negligence, or other lawsuits brought against Fisher and/or any of Fisher's sales representatives arising out of actual or alleged claims of defects in any Fisher products; whether Fisher has received requests or claims from other representatives besides Northeast Controls, Inc. for defense and/or indemnification under the Representative Agreement, and whether or not Fisher has ever agreed to provide such defense and/or indemnification to any sales representative under the Representative Agreement.

4. The facts and circumstances of any instance where defendant Fisher has agreed to provide defense and/or indemnification to a sales representative under any version of the Representative Agreement.

5. The facts and circumstances of any instance, other than the present case, where defendant Fisher has declined to provide defense and/or indemnification to a sales representative under the Representative Agreement.

6. The identities of all sales representatives for defendant Fisher, and the identities of their respective legal counsel.

7. Any and all evidence known to defendant Fisher, whether it would be offered at trial or not, regarding the intentions and expectations of the parties to the Representative Agreement between defendant Fisher and plaintiff Northeast Controls, Inc.

8. Any changes to the language of the Representative Agreement between Fisher and any of its representatives which are presently planned or contemplated or being considered.

9. The specific changes that have been made to the language of the Representative Agreement between Fisher and its representatives since any version of the current Representative Agreement began to be used.

10. Whether defendant Fisher uses the same agreement between itself and all of its sales representatives, or whether the agreements vary among the sales representatives, and if they vary, the content of the variations.

The defendant is requested to bring to the deposition, or to produce in advance thereof, the following:

1. All versions of the Representative Agreement between defendant Fisher and any of its sales representatives, including but not limited to Northeast Controls, Inc. that are known ever to have existed, whether or in draft, or final and unsigned, or final and signed form.

2. The name, address and telephone number of each sales representative for defendant Fisher, as well as the name, address and telephone number of their respective legal counsels.

3. All documents that you will offer at trial regarding the Representative Agreement, its meaning, or the intentions and/or expectations of the parties to it.

4. All documents, including legal opinions, commenting on or discussing the language of the Representative Agreement or recommending changes to its language, or expressing any opinion about its meaning.

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN



By:

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/s/ Joseph Scott Shannon

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 2nd day of October, a copy of the foregoing Notice of Deposition was served via electronic mail and first class mail upon the following person(s):

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MARSHALL, DENNEHEY, WARNER,
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